

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)
and the STATE OF ILLINOIS,)
)
Plaintiffs,)
)
)
v.)
)
)
CRANE COMPOSITES, INC.,)
)
Defendant.)
_____)

Civil Action No.: 08 CV 4735

CONSENT DECREE

Judge Zagel
Magistrate Judge Cole

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I. INTRODUCTION

WHEREAS, concurrently with this Consent Decree, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“U.S. EPA”), has filed a Complaint in this action against Defendant Crane Composites, Inc. (“Crane Composites” or “Defendant”) pursuant to Section 113(a) of the Clean Air Act (“Act”), 42 U.S.C. §§ 7413(a).

WHEREAS, the State of Illinois (“Co-Plaintiff” or the “State”) joined the Complaint as a co-plaintiff.

WHEREAS, the Complaint alleges, inter alia, that during the past five years, the Defendant’s reinforced plastics composite manufacturing plant at 23525 West Eames Street in Channahon, Will County, Illinois (the “Facility”) has emitted volatile organic material (“VOM”) from three Long Panel Process Lines in quantities that exceed the hourly limit under the Illinois State Implementation Plan (“Illinois SIP”), and that exceed the emission limits set forth in air emission permits issued pursuant to Title V of the Act, in violation of Section 502 of the Act, 42 U.S.C. §7661a.

WHEREAS, the Parties disagree as to the quantity of Hazardous Air Pollutants (“HAP”) annually emitted from the Facility, despite emissions testing. Based upon their analysis of prior testing, Plaintiffs contend that Defendant’s Channahon Facility may also be in violation of the National Emission Standards for Hazardous Air Pollutants applicable to reinforced plastic composites production, 40 C.F.R. Part 63, Subpart WWWW, by emitting styrene and methyl methacrylate, both of which are hazardous air pollutants, in amounts greater than 100 tons per year.

WHEREAS, the Parties also disagree as to the quantity of actual emissions of VOM from the Facility during seasonal allotment periods for purposes of the Illinois Emissions Reduction Market System Program, 35 IAC Part 205.

WHEREAS, Defendant denies the alleged violations asserted in the Complaint, denies any liability to the United States or the State arising out of the transactions or occurrences alleged in the Complaint, and maintains that it has been and continues to be in compliance with the Act, related regulations and its air emission permits and that it is not liable for any civil penalties or injunctive relief.

WHEREAS, the Kemlite Company is believed to have begun operations at the Facility in about 1980. Defendant has represented that its parent corporation, Crane Co., acquired the Kemlite Company in 1985 and that Kemlite Company changed its name to Crane Composites on or about January 1, 2006. Defendant has also represented that it currently owns and operates the Facility solely on its own and that its parent corporation, Crane Co., does not directly own or operate the Facility.

WHEREAS, Defendant consents to the simultaneous filing of the Complaint and lodging of this Consent Decree and agrees to undertake the installation of an Emission Control System as set forth in this Consent Decree at its Channahon Facility.

WHEREAS, without admitting that any such control system is required, Defendant has already taken steps to timely install an Emission Control System at the Facility, including applying for and receiving a construction permit from the Illinois EPA to install the Emission Control System.

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and at arms length, that it will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section II, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, 1355 and 1367(a) and over the Parties. In addition, this Court has jurisdiction over the subject matter of this action pursuant to Sections 113(b) and 304(a) of the Act, 42 U.S.C. §§ 7413(b) and 7604(a). Authority to bring this suit is vested in the United States Department of Justice by 28 U.S.C. §§ 516 and 519, and Section 305 of the Act, 42 U.S.C. § 7605.

2. Venue lies in this district pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and 1395(a) because the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. Solely for purposes of the Complaint, this Decree, and any action to enforce this Decree, Defendant consents to the personal jurisdiction of this Court, and waives any objections and defenses that it may have to the jurisdiction of the Court or to venue in this District.

3. Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. APPLICABILITY

4. Upon entry by the Court, the obligations of this Consent Decree apply to and are binding upon the United States, the State, the Defendant and their respective successors, assigns, or other entities or persons otherwise bound by law. *See e.g.*, Fed. R. Civ. P. Rule 65(d).

5. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Consent Decree are implemented. At least thirty (30) Days prior to transferring, in whole or in part, ownership of, or operational control or controlling interest in the Facility (expressly not including any non-controlling, non-operational shareholder interest or the granting or issuance of any security interest), Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written transfer agreement, to U.S. EPA Region V, the United States Department of Justice, and the State in accordance with Section XVI of this Consent Decree (Notices). Any attempt to transfer such ownership or operational control of the Facility without complying with this Paragraph constitutes a violation of this Consent Decree.

6. Upon entry of this Decree, Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Consent Decree, as well as to any contractor retained by Crane Composites to perform work required under this Consent Decree. Defendant shall condition any such contract entered into after the Effective Date upon performance of the work in conformity with the terms of this Consent Decree. Defendant shall be responsible for ensuring that all work

performed by any contractor performing work required by this Consent Decree is in accordance with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree, subject to Section IX (Force Majeure).

IV. DEFINITIONS

8. Terms used in this Consent decree that are defined in the Act or in regulations authorized by the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. "Act" shall mean the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*;
- b. "Applicable Provisions of the RPC NESHAP" shall mean those provisions of 40 C.F.R. Part 63, Subpart WWWW (National Emissions Standards for Hazardous Air Pollutants: Reinforced Plastic Composites Production) applicable to sources and existing facilities utilizing a continuous lamination/casting process which emit 100 tons per year or more of HAP;
- c. "Complaint" shall mean the complaint filed by the United States and the State in this action;
- d. "Consent Decree" or "Decree" shall mean this Consent Decree and any appendices attached hereto;
- e. "Control System Parameters" shall mean the temperature of the RTO and the pressure at the RTO system inlet;

f. "Date of Lodging" shall mean the date on which a fully executed Consent Decree is lodged with the Clerk of the United States District Court for the Northern District of Illinois for purposes of allowing the public to comment on it pursuant to Section XXI;

g. "Day" or "Days" shall mean a calendar day or days unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

h. "Defendant" shall mean Crane Composites, Inc.;

i. "Effective Date" shall have the definition provided in Section XVII;

j. "Emission Control System" shall mean a system of capturing 100% of the VOM emissions from the Long Panel Process Lines and an RTO capable of at least a 95% destruction efficiency that satisfies the Applicable Provisions of the RPC NESHAP and the applicable emission limits set forth in the Illinois SIP at 35 IAC Part 218, Subpart G;

k. "Facility" shall mean Defendant's reinforced plastics manufacturing plant located at 23525 West Eames Street in Channahon, Will County, Illinois;

l. "HAP" shall mean hazardous air pollutants as that term is used in the RPC NESHAP and defined in 40 C.F.R. § 63.2;

m. "Illinois EPA" shall mean the Illinois Environmental Protection Agency and any successor departments or agencies of the State of Illinois;

n. "Long Panel Process Lines" shall mean the three currently existing reinforced plastic composite manufacturing lines at the Facility which are identified in Defendant's 2000 Title V permit as LP-3, LP-6 and LP-7;

- o. “Paragraph” shall mean a portion of this Consent Decree identified by an arabic numeral;
- p. “Parties” shall mean the United States, the State and Defendant;
- q. “Revised Title V Permit” shall mean the Title V permit that Illinois EPA issues after receipt of the application Defendant is required to submit pursuant to Paragraph 20;
- r. “RPC NESHAP” shall mean 40 C.F.R. Part 63, Subpart WWWW – National Emission Standards for Hazardous Air Pollutants: Reinforced Plastic Composites Production;
- s. “RTO” shall mean a regenerative thermal oxidizer;
- t. “Section” shall mean a portion of this Decree identified by a Roman numeral;
- u. “State” shall mean the State of Illinois, including the Illinois Attorney General and the Illinois EPA;
- v. “United States” shall mean the United States of America, acting on behalf of U.S. EPA;
- w. “U.S. EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States; and
- x. “VOM” shall mean “volatile organic material” as that phrase is used in the Illinois SIP, 35 IAC § 211.7150.

V. CIVIL PENALTY

9. Within 30 Days after the Date of Lodging, in payment of the civil penalty under this Consent Decree, Defendant shall deposit the amount of \$1,000,000 (one million dollars) into an escrow account bearing interest on commercially reasonable terms, in a federally-chartered

bank (the "Escrow Account") of Crane Composite's choice. Such monies shall remain in escrow until entry of the Consent Decree. If the Consent Decree is not entered by the District Court, and the time for any appeal of that decision has run, or if the District Court's denial of entry is upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be returned to Defendant and no other Party shall have any right or claim to such monies under this Decree. If the Consent Decree is entered by the District Court, Defendant shall, within 15 Days thereof, cause \$200,000 to be released and disbursed to the State pursuant to Paragraph 12, and \$800,000, plus all accrued interest on the \$1,000,000 to be released and disbursed to the United States pursuant to Paragraph 10.

10. Defendant shall cause the monies required to be disbursed to the United States to be transferred from the Escrow Account to the U.S. Department of Justice by FedWire Electronic Funds Transfer ("EFT") in accordance with written instructions to be provided to Defendant by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Illinois. At the time of such payment, Defendant shall notify the United States by sending: (i) to the United States in accordance with Section XVI of this Decree (Notices) a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States and State of Illinois v. Crane Composites, Inc., and shall reference the civil action number and DOJ case number 90-5-2-1-08836; and (ii) an email containing all information provided in the transmittal letter sent pursuant to subparagraph (i) above to: "acctsreceivable.CINWD@epa.gov".

11. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal, State or local income tax.

12. Defendant shall cause \$200,000 to be disbursed to the State to be paid by certified or corporate check payable to the Illinois Attorney General State Projects and Court Ordered Distribution Fund for subsequent expenditure as authorized by the Attorney General and sent to the following address:

Joy Ham
Illinois Attorney General's Office
Environmental Bureau
69 West Washington Street, Suite 1800
Chicago, Illinois 60602

The name and number of the case and the Defendant's Federal Employer Identification Number will appear on the check.

VI. COMPLIANCE REQUIREMENTS

A. EMISSION CONTROL SYSTEM INSTALLATION AND DEMONSTRATION

13. Emission Control System Installation. By no later than November 7, 2008, Defendant shall complete installation of an Emission Control System.

14. Compliance Demonstration Protocol. By no later than September 1, 2008, Defendant shall submit to U.S. EPA for review and approval a compliance demonstration protocol ("Compliance Demonstration Protocol") for the Emission Control System. The Compliance Demonstration Protocol shall describe the methodology by which the Emission Control System will be tested to demonstrate its compliance with this Consent Decree. The Compliance Demonstration Protocol shall require the compliance demonstration to be carried out under normal process operating conditions producing the highest HAP emissions to the Emission Control System, as well as meet the performance testing requirements of 40 C.F.R. § 63.5850.

15. Commencement and Completion of Compliance Demonstration. By no later than 45 Days after receipt of U.S. EPA's approval of Defendant's Compliance Demonstration Protocol, or November 17, 2008, whichever is later, Defendant shall demonstrate the effectiveness of its Emission Control System to capture 100% of VOM emissions from the Long Panel Process Lines and destroy 95% of the captured VOM by implementing the U.S. EPA-approved Compliance Demonstration Protocol. Defendant shall complete the compliance demonstration within 30 Days of commencement of the compliance demonstration.

16. Compliance Demonstration Report. By no later than 60 Days after completion of the compliance demonstration, Defendant shall submit to U.S. EPA for review and approval a compliance demonstration report ("Compliance Demonstration Report"). The Compliance Demonstration Report shall describe all steps taken to comply with the Compliance Demonstration Protocol, the conditions under which the compliance demonstration was carried out, and all results of performance testing. In the report, Defendant shall propose the Control System Parameters at which it seeks to operate the RTO.

B. EMISSION CONTROL SYSTEM OPERATION

17. Shake-Down Period. During the period of time between November 8, 2008 and the submission of the Compliance Demonstration Report, Defendant shall operate the RTO at all times one or more of the Long Panel Process Lines are operating, and shall operate the RTO, at Defendant's option, either: (i) at a temperature of 1600°F or above and at a pressure at the RTO system inlet such that there is calculated to be at least a 0.95 second residence time for VOM emissions to be destroyed by the RTO; or (ii) at the Control System Parameters necessary to capture 100% of VOM emissions from the Long Panel Process Lines and destroy 95% of the captured VOM as established during a successful compliance demonstration; or (iii) during any

compliance demonstration, in accordance with the EPA-approved compliance demonstration protocol.

18. Interim Emission Control System Operation.

For the period of time between Defendant's submission of the Compliance Demonstration Report and the effective date of a Revised Title V Permit, Defendant shall operate the RTO at all times one or more of the Long Process Lines are operating and shall do so in accordance with the Control System Parameters approved by U.S. EPA, or, prior to any such approval, in accordance with the Control System Parameters Defendant establishes in its Compliance Demonstration Report. In the event Defendant proposes to manufacture new products on the Long Panel Process Lines that could produce HAP emissions higher than those observed during the compliance demonstration, Defendant must demonstrate that the Control System Parameters established during compliance demonstration continue to satisfy the destruction efficiency standards of this Consent Decree.

19. Good Air Pollution Control Practices. At all times after November 7, 2008, including during startup, shutdown, or malfunction of one or more of the Long Panel Process Lines and including any periods when the RTO is not in operation due to safety or testing considerations, Defendant shall operate the Long Panel Process Lines and the RTO (when operating) in a manner consistent with safety and good air pollution control practices to minimize VOM and HAP emissions to the greatest extent possible. At all times Defendant shall comply with the requirements of 40 C.F.R. § 63.6(e). At the time of its submission of the Compliance Demonstration Report pursuant to Paragraph 16, Defendant shall submit to U.S. EPA a copy of its written startup, shutdown, and malfunction plan required by 40 C.F.R. § 63.6(e)(3).

C. PERMITTING REQUIREMENTS

20. Application for a Revised Title V Permit. By no later than 30 Days following Defendant's receipt of U.S. EPA's full approval of Defendant's Compliance Demonstration Report, Defendant shall apply to amend its pending Title V permit renewal application for the Facility (if its renewal application remains pending at that point) or to amend its Title V permit for the Facility (if its renewal Title V permit has been issued at that point) to include: (i) the Control System Parameters approved by U.S. EPA; and (ii) a copy of the Compliance Demonstration Report.

21. Prohibition on Use of Compliance Methodology Other than Add-On Controls. In any Title V permit application or other relevant air pollution control or emissions permit application for the Facility, after entry of the Decree and while the Long Panel Process Lines remain subject to the RPC NESHAP, Defendant may not for each Long Panel Process Line then subject to the RPC NESHAP, petition to avoid compliance with the Applicable Provisions of the RPC NESHAP or to comply with any compliance methodology outlined in the Applicable Provisions of the RPC NESHAP other than by using add-on controls. In addition, in any Title V permit application or other relevant air pollution control or emissions permit application for the Facility, after entry of the Decree, Defendant may not petition to comply with the Illinois SIP, 35 IAC, Part 218, Subpart G, other than by using add-on controls.

22. Prohibition on Use of VOM and HAP Emissions Reductions. Defendant shall neither generate nor use any VOM or HAP emission reductions resulting from the installation and operation of the Emission Control System required by this Consent Decree as creditable, contemporaneous emissions decreases or emission offset credits in any Prevention of Significant Deterioration ("PSD"), major New Source Review ("NSR"), and/or minor NSR permit or permit

proceeding, or under the Illinois New Source Review program, 35 Ill. Admin. Code Part 203, or the Illinois Emissions Reduction Market System Program, 35 Ill. Admin. Code Part 205. In addition, the emissions reductions of HAP or VOM that result from implementing the terms of this Consent Decree may not be sold or traded by Defendant. However, nothing in this Paragraph shall be construed to limit Defendant's generation and use of VOM or HAP emission reductions that are achieved from sources not covered under the Consent Decree, or reductions of any other pollutant at any source. Furthermore, nothing in this Consent Decree is intended to preclude the emission reductions generated under this Consent Decree from being considered by U.S. EPA or the State as creditable contemporaneous emissions decreases for the purpose of attainment demonstrations submitted pursuant to Section 110 of the Act, 42 U.S.C. § 7410, or in determining impacts on NAAQS, PSD increment, or air quality related values.

23. Timely and Complete Applications and Delays in Permits or Approvals. Where any compliance obligation under this Section requires Defendant to obtain any other federal, state, or local permit or approval, or modification to any existing federal, state or local permit or approval, Defendant shall submit timely and complete applications and take all other actions reasonably necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section IX of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

D. APPROVAL OF DELIVERABLES

24. After review of the Compliance Demonstration Protocol required under Paragraph 14, the Compliance Demonstration Report required under Paragraph 16, and any other plan, report, or other item that is required to be submitted for approval to the U.S. EPA pursuant to this Consent Decree, but not including the quarterly reports required under Paragraph 30, U.S. EPA, after consultation with Illinois EPA, shall, in writing: a) approve the submission; b) approve the submission, but upon specified conditions necessary to ensure compliance; c) approve the submission in part and disapprove the remainder; or d) disapprove the submission. The decision to approve or not approve shall be based upon compliance with the requirements and objectives of this Consent Decree and the RPC NESHAP. U.S. EPA shall not unreasonably withhold its approval.

25. If a submission is approved pursuant to Paragraph 24, Defendant shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If a submission is conditionally approved or approved only in part, pursuant to Paragraph 24.b. or 24.c., Defendant shall, upon written direction from U.S. EPA, take all actions required by the approved plan, report, or other item that U.S. EPA, after consultation with Illinois EPA, determines are technically severable from any disapproved portions, subject to Defendant's right to dispute only the specified conditions or the disapproved portions, under Section X of this Decree (Dispute Resolution).

26. If a submission is disapproved in whole or in part pursuant to Paragraph 24.c. or 24.d., Defendant shall, subject to Defendant's right to dispute the disapproval under Section X of this Decree (Dispute Resolution), within 30 (thirty) Days or such other time as the Parties agree

to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If a resubmission is approved in whole or in part, Defendant shall proceed in accordance with the preceding Paragraph.

27. Any stipulated penalties applicable to an original submission, as provided in Section VIII of this Decree, shall accrue during the 30-Day period or other specified period, but shall not be payable unless a resubmission is untimely or is disapproved in whole or in part and unless Defendant did not successfully invoke Dispute Resolution; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission and subject to Defendant's right to seek Dispute Resolution.

28. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, U.S. EPA, after consultation with Illinois EPA, may again require Defendant to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Defendant's right to invoke Dispute Resolution and the right of U.S. EPA to seek stipulated penalties as provided in the preceding Paragraphs.

E. ILLINOIS EMISSIONS REDUCTION MARKET SYSTEM COMPENSATION

29. Within 30 Days after the Effective Date, Illinois EPA shall issue Defendant an Allotment Trading Unit Excursion Compensation Notice, pursuant to the Illinois Emissions Reduction Market System regulatory program, 35 IAC Part 205, with respect to VOM emissions during the period May 1, 1999, through September 30, 2008, requiring payment of no more than \$150,000. Defendant shall pay the amount required in accordance with the Excursion

Compensation Notice which shall provide Defendant with no less than 15 Days to submit payment following Defendant's receipt of such notice. Defendant may base its 2008 VOM seasonal emission report under that program on the VOM emission calculation methodology set forth in its current Title V permit. Defendant shall not be required to revise or correct any VOM emission report or notice made or submitted to Illinois EPA prior to the Effective Date.

VII. REPORTING REQUIREMENTS

30. Defendant shall submit the following quarterly reports:

a. Within 30 Days after the end of each calendar-year quarter (*i.e.*, by April 30, July 30, October 30, and January 30) after the Date of Lodging, Defendant shall submit a quarterly report to the U.S. EPA and Illinois EPA for the preceding quarter that shall include:

(1) the status of Emission Control System installation and testing;

(2) the status of permit applications required for construction and operation of the Emission Control System; and

(3) after November 7, 2008:

(a) the Control System Parameters during operation of the Emission Control System, and

(b) all times during which the Long Panel Process Lines are operating and the Emission Control System was not operating and the reasons why.

b. The report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the likely cause of the non-compliance and of the remedial steps taken, or to be taken, to prevent or minimize such non-compliance. If the cause of non-compliance cannot be fully explained at the time the report

is due, Defendant shall so state in the report. Defendant shall investigate the cause of the non-compliance and shall then submit an amendment to the report, including a full explanation of the cause of the non-compliance, within 30 Days of the Day Defendant becomes aware of the cause of the non-compliance. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX of this Consent Decree (Force Majeure).

c. Quarterly reporting shall continue until two years after submission of a successful Compliance Demonstration Report, pursuant to Paragraph 16, or partial termination of this Decree pursuant to Paragraph 84, whichever occurs first, but shall continue while any issue is subject to Dispute Resolution.

31. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting Defendant's performance under this Decree, or the performance of its Facility, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify U.S. EPA and Illinois EPA orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendant first knows of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

32. All reports shall be submitted to the persons designated in Section XVI of this Consent Decree (Notices).

33. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified

personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

34. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

35. Any information provided pursuant to this Consent Decree may be used by the United States and the State in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

36. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree that occur after the Effective Date as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

37. Late Payment of Civil Penalty. If Defendant fails to timely pay the civil penalty into the Escrow Account or to timely release and disburse the monies in the Escrow Account to the United States or the State when due as required under Section V of this Consent Decree

(Civil Penalty), Defendant shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

38. Compliance Milestones. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement imposed in Subsections VI.A and VI.B of this Consent Decree (other than for deviation from the Control System Parameters established under Paragraphs 17 and 18 during startup, shutdown or malfunction events as defined in 40 C.F.R. Part 63):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$2,000	1st through 14th Day
\$5,000	15th through 30th Day
\$15,000	31st Day and beyond

39. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of a reporting requirement imposed in Section VII of this Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000	1st through 14th Day
\$2,500	15th through 30th Day
\$5,000	31st Day and beyond

40. General Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of this Consent Decree not contained in Subsection VI.A, Subsection VI.B or Section VII:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000	1st through 14th Day
\$2,000	15th through 30th Day
\$2,500	31st Day and beyond

41. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

42. Defendant shall pay stipulated penalties to the United States and the State within 30 Days of a written demand by either Plaintiff, subject to any available defense under this Decree (*e.g.*, an event is a Force Majeure event under Section IX) and to Defendant's right to seek Dispute Resolution. Defendant shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to the State. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

43. Either Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive in writing stipulated penalties otherwise due it under this Consent Decree.

44. Stipulated penalties shall continue to accrue as provided in Paragraph 41, during any Dispute Resolution, but need not be paid until and unless the following occurs:

a. If the dispute is resolved by agreement or by a decision of U.S. EPA or the State that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States or the State within 30 Days of the effective date of the agreement or the receipt of U.S. EPA's or the State's decision or order.

b. If the dispute is appealed to the Court and the United States or the State prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, if any, together with interest, within 15 Days of receiving the final appellate court decision.

45. Defendant shall make payment of any stipulated penalties owing to the United States and the State in the manner set forth and with the confirmation notices required by Paragraphs 10 and 12, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violations the penalties are being paid.

46. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, or as to the State as provided for in Section 42(g) of the Environmental Protection Act, 415 ILCS 5/42(g) (2006), accruing as of the date payment became due pursuant to Paragraph 41 or, where applicable, after completion of any Dispute Resolution pursuant to Paragraph 44. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

47. Subject to the provisions of Section XIV of this Consent Decree (Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of

this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Air Act, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

IX. FORCE MAJEURE

48. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

49. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice orally or by electronic or facsimile transmission to U.S. EPA and Illinois EPA, within 72 hours of when Defendant first knows that the event might cause a delay. Within seven Days thereafter, Defendant shall provide in writing to U.S. EPA and Illinois EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert

such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

50. If U.S. EPA, after consultation with Illinois EPA, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. U.S. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

51. If U.S. EPA, after consultation with Illinois EPA, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, U.S. EPA will notify Defendant in writing of its decision.

52. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of U.S. EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of

the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 48 and 49 above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to U.S. EPA and the Court.

X. DISPUTE RESOLUTION

53. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States or the State to enforce any obligation of Defendant arising under this Decree.

54. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consultation with the State, shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

55. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

56. The United States, after consultation with the State, shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

57. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XVI of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion shall be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

58. The United States, after consultation with the State, shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

59. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 57, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and that it is entitled to relief under applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

60. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 44. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

61. The United States, the State and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;

- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain VOM or HAP samples and, upon request, splits of any VOM or HAP samples taken by Defendant or its representatives, contractors, or consultants at the Facility for purposes of determining compliance with this Consent Decree;
- d. obtain documentary evidence, including photographs and similar data relevant to Defendant's performance under this Consent Decree; and
- e. assess Defendant's compliance with this Consent Decree.

62. Upon request, Defendant shall provide U.S. EPA, the State or their authorized representatives, splits of any samples taken by Defendant for purposes of complying with this Consent Decree. Upon request, U.S. EPA and the State shall provide Defendant splits of any samples taken by U.S. EPA and the State related to compliance with this Consent Decree.

63. Until five years after the partial termination of this Consent Decree pursuant to Paragraph 84, Defendant shall retain, and shall instruct its contractors and agents that perform work on Defendant's behalf to comply with this Decree to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or such contractors' or agents' possession or control, or that come into its or such contractors' or agents' possession or control, and that relate in any substantive manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, Defendant shall provide copies of any documents,

records, or other information required to be maintained under this Paragraph, subject to Defendant's assertion of privilege pursuant to Paragraph 65.

64. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and the State at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, Defendant shall deliver any such documents, records, or other information to U.S. EPA or the State, subject to Defendant's assertion of privilege pursuant to Paragraph 65.

65. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendant. However, no documents, records, or other information created or generated to comply with the requirements of this Consent Decree (not including drafts of any such documents, records or other information) shall be withheld on grounds of privilege.

66. Defendant may also assert that information required to be provided to the United States under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

67. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. COMPLIANCE WITH OTHER LEGAL REQUIREMENTS

68. The Defendant shall perform all actions required pursuant to this Consent Decree in accordance with all applicable local, state, and federal laws and regulations. The Defendant shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations in a timely manner so as not to delay the work required by this Consent Decree.

69. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act or State law and regulations. Notwithstanding the United States' and the State's review and approval of any documents submitted by Defendant pursuant to this Consent Decree, Defendant shall remain solely responsible for compliance with the terms of the Act and this Consent Decree.

XIII. EFFECT OF SETTLEMENT

70. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action and in the Notice of Violation and Finding of Violation filed in EPA-5-05-03-IL on February 10, 2005, through the Effective Date. Entry of this Consent Decree also shall resolve all of Defendant's civil liability, if any, to the

United States and the State for any civil violations of the following requirements prior to the Effective Date: (1) the reporting requirements of Defendant's Title V Permit and of underlying applicable reporting requirements contained in the Title V Permit insofar as they relate to emissions of styrene, methyl methacrylate or any other VOM or HAP from the Long Panel Process Lines; and (2) the Applicable Provisions of the RPC NESHAP insofar as they relate to emissions of styrene, methyl methacrylate or any other HAP from the Long Panel Process Lines. Entry of this Consent Decree also shall resolve all of Defendant's civil liability, if any, to the United States and the State under or pursuant to the Illinois Emissions Reduction Market System regulatory program ("ERMS"), 35 IAC Part 205, for or related to emissions from May 1, 1999 through September 30, 2008, including, without limitation, any civil claim for failing to acquire or possess any required VOM allotment trading units or for failing to comply with any ERMS reporting requirement (including, without limitation, with respect to VOM emissions during the 2008 season).

XIV. RESERVATION OF RIGHTS

71. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Section XIII. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the Act or its implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Section XIII. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment

arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

72. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, or other appropriate relief relating to violations of VOM or HAP emission limits at the Facility, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 70.

73. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.

74. This Consent Decree does not limit or affect the rights of Defendant or of the United States or the State against any third parties not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

75. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XV. COSTS

76. The Parties shall bear their own costs of litigation of this action, including attorneys' fees.

XVI. NOTICES

77. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
PHB Mailroom 2121
601 D Street, N.W.
Washington, D.C. 20004
Re: DOJ No. 90-5-2-1-08836

and

Compliance Tracker
U.S. Environmental Protection Agency, Region 5 (AE-17J)
77 West Jackson Blvd.
Chicago, IL 60604

To U.S. EPA:

Gaylene Vasaturo
U.S. Environmental Protection Agency, Region 5 (C-14J)
77 West Jackson Blvd.
Chicago, IL 60604-3590
(312) 886-1811

and

Joseph Ulfig
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590
(312) 353-8205
fax (312) 353-8289

To the State of Illinois:

RoseMarie Cazeau, Chief
Environmental Bureau
Assistant Attorney General
Office of the Attorney General
69 West Washington Street, Suite 1800
Chicago, Illinois 60602

To Illinois EPA

Compliance Section Manager
Illinois Environmental Protection Agency
Bureau of Air
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

To Defendant:

President
Crane Composites, Inc.
23525 West Eames Street
Channahon, IL 60410-3220

with copies to:

Stephen J. Bonebrake
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606
(312) 258-5500

78. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

79. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVII. EFFECTIVE DATE

80. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket after completion of the period of public notice and comment required by Section XXI; provided, however, that Defendant hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall be null, ineffective and void.

XVIII. RETENTION OF JURISDICTION

81. The Court shall retain jurisdiction over this case until final termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X and XIX, or effectuating or enforcing compliance with the terms of this Decree.

XIX. MODIFICATION

82. Non-material modifications to this Consent Decree shall be in writing and shall be effective when signed by the United States, after consultation with the State, and the Defendant. The United States will file non-material modifications with the Court. Material modifications shall be in writing and signed by all Parties, and shall be effective only upon approval by the

Court. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

83. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 59, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b), including changed circumstances which arise after the Effective Date.

XX. TERMINATION

84. Partial Termination. The terms of this Consent Decree, except for Paragraphs 21 (limitations on permit amendments), 22 (use of emission reductions), and 63 (document retention), and Defendant's right to seek modification pursuant to Section XIX, may be terminated when the United States determines, after consultation with the State, that Defendant has satisfactorily completed the requirements of Section VI (Compliance Requirements) of this Decree (except for the continuing requirements of Paragraphs 19, 21 and 22), has thereafter maintained continuous satisfactory compliance with this Consent Decree pending receipt of a new or amended Title V permit; has received a new or amended Title V permit based upon the application submitted by Defendant pursuant to Paragraph 20, and has paid the civil penalty under Section V and any accrued stipulated penalties under Section VIII as required by this Consent Decree. The Parties shall file with the Court an appropriate stipulation reciting that the above-referenced requirements of the Consent Decree have been met and requesting partial termination of the Decree. The Court may wish to administratively close this case upon partial termination.

85. Final Termination. After Partial Termination and Defendant's continuous satisfactory compliance with Paragraphs 21, 22 and 63 of this Consent Decree for a period of not less than twenty years following the Effective Date, Defendant may serve upon the United States and the State a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

86. Following receipt by the United States and the State of Defendant's Request for Final Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for final termination of this Consent Decree. If the United States, after consultation with the State, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

87. If the United States, after consultation with the State, does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section X of this Decree. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 57 of Section X, until 120 Days after service of its Request for Final Termination. In or following any such Dispute Resolution, the Decree shall terminate if the Court finds or the United States agrees that Defendant has complied with all requirements under this Decree.

XXI. PUBLIC PARTICIPATION

88. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent

Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

89. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXII. SERVICE

90. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and, for such matters, to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons and Complaint. The Parties agree that Defendant need not file an answer to the Complaint unless or until the Court expressly declines to enter this Consent Decree.

XXIII. SIGNATORIES

91. Each undersigned representative of the Defendant, the undersigned delegate of the United States Attorney General, and the undersigned representative of the State certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

92. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

XXIV. INTEGRATION

93. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supercedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXV. FINAL JUDGMENT

94. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State and Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this ___ day of _____, 200__.

UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Illinois v. Crane Composites, Inc.* (N.D. Ill.)

FOR PLAINTIFF THE UNITED STATES OF AMERICA

RONALD J. TENPAS
Assistant Attorney General
Environmental and Natural Resources Division

Date: _____

W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement
Environmental and Natural Resources Division

Date: _____

MICHAEL J. ZOELLER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station, PO Box 7611
Washington, DC 20044-7611
Tel: (202) 305-1478

PATRICK J. FITZGERALD
United States Attorney

JONATHAN C. HAILE
Assistant United States Attorney
219 South Dearborn St., Suite 500
Chicago, IL 60604
Tel: (312) 353-5300
Fax: (312) 353-2067

Date: 8/15/08

LYNN BUHL
Regional Administrator
U.S. Environmental Protection Agency-Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3507

Date: 8/11/08

ROBERT A. KAPLAN
Regional Counsel
U.S. Environmental Protection Agency-Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3507

Date: 8/11/08

GAYLENE VASATURO
Associate Regional Counsel
U.S. Environmental Protection Agency-Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3507
(312) 886-1811

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Illinois v. Crane Composites, Inc.* (N.D. Ill.)

FOR PLAINTIFF THE STATE OF ILLINOIS
LISA MADIGAN, Attorney General

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date:

7/28/08

ROSEMARIE CAZEAU, Chief
Environmental Bureau
Assistant Attorney General
69 W. Washington St., Ste. 1800
Chicago, Illinois 60602

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Illinois v. Crane Composites, Inc.* (N.D. Ill.)

FOR THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

Date: 7/23/08

ROBERT A. MESSINA
Chief Legal Counsel
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Illinois v. Crane Composites, Inc.* (N.D. Ill.)

FOR DEFENDANT CRANE COMPOSITES, INC.

Date: 8/1/08

THOMAS J. CRANEY
President
Crane Composites, Inc.
23525 West Eames Street
Channahon, IL 60410-3220